

March 29, 2009

Via Electronic Filing

Mr. Charles Terreni, Chief Clerk
South Carolina Public Service Commission
Synergy Business Park
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Embarq Communications, Inc., d/b/a CenturyLink Communications
South Carolina P.S.C. Local Exchange Tariff No. 1

Dear Mr. Terreni:

Attached for electronic filing are revisions to the Embarq Communications, Inc. d/b/a CenturyLink Communications - South Carolina P.S.C. Local Exchange Tariff No. 1.

The following pages are included in this filing:

Section 2	1st Revised	Page 9
	Original	Page 9.1

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking.

The Company respectfully requests this tariff become effective April 5, 2010. Acknowledgement and date of receipt of this filing are requested.

If you have questions regarding this filing, you may call me at (913) 345-7535.

Sincerely,



Greg Griffl

Attachment

cc: Ann Prockish
Susan Masterton
Zel Gilbert

SC 10-03 (CLEC)

Greg Griffl
Tariff Analyst
Gregory.A.Griffl@CenturyLink.com
Voice: (913) 345-7535
Fax: (913) 345-6756

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.2 Limitation of Company's Liability (Continued)

2.2.1 General (Continued)

m. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

n. **Unauthorized Access and Hacking:** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

(N)

(N)

2.2.2 N11 Liability

a. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:

- (1) mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
- (2) installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service; or
- (3) any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".

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(M) Material previously appearing on this page now appears on Original Page 9.1.

ISSUED:
03-29-10

State Tariffs
5454 West 110th Street
Overland Park, Kansas 66211

EFFECTIVE:
04-05-10

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.2.2 N11 Liability (Continued)

- b. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.
- c. When a customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.
- d. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a residential subscriber service for non-payment.

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